



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED PROPOSALS

This Contract, executed on the respective dates indicated below, is effective as of
 January 1, 2020, between Hawaii Public Housing Authority,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its Executive Director,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
 whose address is 1002 North School Street, Honolulu, Hawaii 96817
 and
 ("CONTRACTOR"), a
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 under the laws of the State of _____, whose business address and federal
 and state taxpayer identification numbers are as follows: _____

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services or both.

B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.

E. Pursuant to Section 356D-4, HRS, the STATE
(Legal authority to enter into this Contract)
 is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) _____
(Identify state sources)
 or (2) Central Office Cost Center
(Identify federal sources)

or both, in the following amounts: State \$ _____
 Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number CO-2019-30 ("RFP") and the CONTRACTOR'S accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied

or services performed, or both, under this Contract in a total amount not to exceed _____ DOLLARS

(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR'S Proposal.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of NA _____ DOLLARS (\$ 0.00 _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of NA _____ DOLLARS (\$ 0.00 _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Hakim Ouansafi

(Print Name)

Executive Director

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL
(If available)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit

Doc. Description: Contract for Goods or Services Based Upon

Competitive Sealed Proposals

(Notary Stamp or Seal)

Notary Signature

Date

NOTARY CERTIFICATION



STATE OF HAWAII

CONTRACTOR'S

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

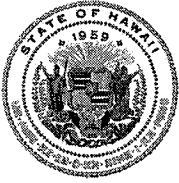
By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



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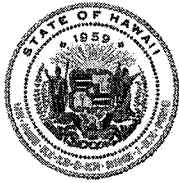
CONTRACTOR: _____

SERVICES: Various Consulting Services
RFP CO-2019-30

1. It is understood and agreed that the following documents, and any amendments or addenda thereto, comprise the Contract between the parties governing the work to be performed by the CONTRACTOR for various consulting services: (1) Contract for Goods or Services Based Upon Competitive Sealed Proposals including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) General Conditions for Non-Construction Contracts, Form HUD-5370-C; (4) Request for Proposals No. CO-2019-30 and all addenda; (5) CONTRACTOR's accepted proposal dated ____.
2. The CONTRACTOR shall, in a satisfactory and proper manner as determined by the STATE, and in strict accordance with the Contract provide various consulting services to the Hawaii Public Housing Authority (HPHA).
3. In accordance with the Contract, the CONTRACTOR shall furnish all labor and other means necessary to provide various consulting services as described in Request for Proposals No. CO-2019-30 and all addenda, and the CONTRACTOR's accepted proposal, which includes its clarifications and best and final offer. If there is a conflict between the CONTRACTOR's accepted proposal and this Contract, the Contract shall prevail.
4. Management Requirements
 - A. The CONTRACTOR shall perform Section 8 Performance-Based Contract Administration (PBCA) Services to include the following Performance-Based Tasks (PBTs):
 - 1) Management and Occupancy Reviews

The CONTRACTOR shall:

 - a) Conduct an on-site Management and Occupancy Review (MOR) of each assigned Section 8 project in compliance with the HUD handbooks and Rent and Income Determination Quality Control Guide for Multifamily Housing Programs. The review must evaluate, analyze, or assess the owner's operating policies, procedures, and practices related to compliance with the HAP Contract as set forth in regulations, handbooks, forms, notices, and guidance issued by HUD to identify and resolve areas of noncompliance with HUD regulations and requirements, as amended or revised from time to time.



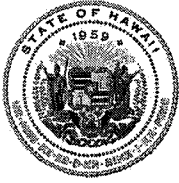
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- b) Schedule and conduct reviews of each project in the assigned portfolio annually during the term of the ACC, using Form HUD 9834. Evaluate the owner's operating policies, procedures, and practices related to compliance with the HAP Contract.
- c) Transmit the Form HUD-9834 Summary Report to the owner within 30 calendar days of completion of the on-site MOR. The Form HUD-9834 Summary Report utilizes HUD's written rating policy and shall be substantiated by the appropriate supporting documentation (HUD form 9834 and tenant file review forms).
- d) Review and respond to owner response to the Form HUD-9834 and report findings within thirty (30) calendar days of receipt.
- e) Respond to owner appeal within forty-five (45) calendar days of receipt.
- f) Verify compliance with HUD regulations and requirements, as amended or revised from time to time, regarding occupancy issues (e.g., resident eligibility and selection, examination and reexamination of family income and assets, household characteristics), and verify that correct documentation is contained in each resident file to support claims for payment under the HAP Contract. Use the following resident file random sampling:

Number of Units	Minimum File Sample
100 or fewer	5 files plus 1 for each 10 units over 50
101-600	10 files plus 1 for each 50 units or part of 50 over 100
601-2000	20 files plus 1 for each 100 units or part of 100 over 600
over 2,000	34 files plus 1 for each 200 units or part of 200 over 2200

If the CONTRACTOR's review of the sample indicates a pattern of deficient owner or management agent performance in one (1) or more of areas of income and rent determination or process, the CONTRACTOR must inform the owner to conduct a 100% review of the files and report the results of the review to the CONTRACTOR. The CONTRACTOR must evaluate the review done by the owner to determine its reliability and accuracy.



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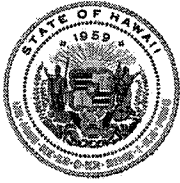
2) Adjust Contract Rents

The CONTRACTOR shall process contract rent adjustments correctly when requested by the owner under appropriate Budget-Based, Annual Adjustment Factor, Operation Cost Adjustment Factor, and Special Adjustments options and in a timely manner. If applicable, the CONTRACTOR must analyze adjustments of the owner utility allowance schedule.

a) The budget-based rent adjustment method requires a Section 8 owner to submit an operating budget and supporting documentation for PHA review. The rent adjustment may require HUD approval. The CONTRACTOR must determine budget-based adjustments of contract rent by performing the following tasks:

- i. Analyze the project's operating budget and supporting documentation for a rent adjustment to determine reasonableness according to guidance in HUD Handbook 4350.1, Multifamily Asset Management and Project Servicing.
- ii. Document contract rent increases on a rent schedule (Form HUD-92458).
- iii. Analyze adjustments of the owner utility allowance schedule, if applicable.
- iv. If the HAP Contract requires the owner to maintain a reserve for replacement, analyze adjustment to the monthly reserve for replacement deposit, as required and recommend action to the HPHA.
- v. Approve or disapprove the amount of rent adjustment and provide written notification to the owner.
- vi. Verify accurate, timely completion and submission of the adjusted rent schedule by the owner.
- vii. Submit proposed rent increases greater than ten-percent (10%) to the HPHA for HUD approval or disapproval.
- viii. Enter data into the appropriate HUD data system.

b) The Annual Adjustment Factor (AAF) rent adjustment method generally requires the PHA to apply the AAF to current contract rents. AAFs are published annually in the Federal Register.



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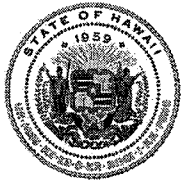
The CONTRACTOR shall:

- i. Determine the amount of annual adjustments in accordance with HUD requirements.
 - ii. Analyze adjustments of the owner utility allowance schedule, if applicable.
 - iii. If the HAP Contract requires the owner to maintain a reserve for replacement, analyze adjustment to the reserve for replacement, and recommend action to HUD.
 - iv. Validate comparability study if submitted by the owner to support a rent adjustment request.
 - v. Verify accurate, timely completion and submission of adjusted rent schedule by the owner.
 - vi. Enter data into the appropriate HUD system.
- c) Operating Cost Adjustment Factors (OCAF) rent adjustment method

The CONTRACTOR shall:

- i. Determine the amount of OCAF in accordance with HUD requirements.
 - ii. Analyze adjustments of the owner utility allowance schedule, if applicable.
 - iii. Calculate the amount of rent adjustment and provide written notification to the owner.
 - iv. Validate comparability study if submitted by the owner to support a contract renewal request.
 - v. Verify accurate, timely completion and submission of adjusted rent schedule by the owner.
 - vi. Enter data into the appropriate HUD system.
- d) Special Adjustments, if applicable

For HAP Contracts which provide for AAF adjusted rents, the Section 8 owner may request a special adjustment for cost increases generally applicable to housing in the locality, such as increases in cost items



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such as insurance, taxes or utility rates. The appropriate jurisdictional HUD office must approve or deny all special adjustments within thirty (30) calendar days of receipt of a properly documented request from the PHA.

The CONTRACTOR shall process the owner's request for a special rent adjustment to determine if the special adjustment should be approved by HUD.

The CONTRACTOR shall perform the following:

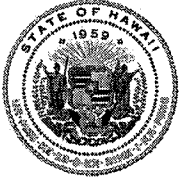
- i. Analyze a special adjustment request from the owner.
- ii. Recommend action to the HPHA.
- iii. Based on notification from the HPHA, notify the owner of rent adjustment approval or disapproval.
- iv. Verify accurate, timely completion and submission of an adjusted rent schedule by the owner.
- v. Enter data into the appropriate HUD data system.

e) Rent Appeals, if applicable

A Section 8 owner may appeal the CONTRACTOR's rent adjustment decision. The first level of appeal is to the HPHA; the second level of appeal is to the appropriate jurisdictional HUD office. The CONTRACTOR shall review owner appeals.

The CONTRACTOR shall perform the following:

- i. For first level appeal, analyze the owner's rent appeal request.
- ii. Provide the owner with written notice of the CONTRACTOR's decision and justification within thirty (30) calendar days of receipt of the owner's request.
- iii. If the appeal is approved, verify accurate, timely completion and submission by the owner of the adjusted rent schedule.
- iv. Enter data into the appropriate HUD data system.
- v. If the appeal is denied, notify the owner of opportunity for second level appeal with notice of CONTRACTOR decision and justification.



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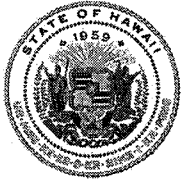
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- vi. For second level appeal, if the appeal is approved by HUD, receive approval from jurisdictional HUD office within thirty (30) calendar days after request for second level appeal.
- vii. Verify accurate, timely completion and submission of adjusted rent schedule by the owner.
- viii. Enter data into the appropriate HUD data system.
- ix. If the appeal is denied by HUD any decision rendered by HUD will be final and will not be subject to further appeal above that level.

3) Review and Pay Monthly Vouchers

The CONTRACTOR shall perform the following:

- a) Monitor owner compliance with obtaining access to and using EIV system.
- b) Monitor owner compliance with requirements for entry of all resident certification and recertification data in TRACS.
- c) Verify voucher submissions by owner through the TRACS system by the tenth day (10th) of the month proceeding the month for which the owner is requesting payment.
- d) Verify through TRACS that the amount of the housing assistance payment paid on behalf of each resident is accurate.
- e) Verify that all re-certifications are completed by the owner in a timely manner and entered into TRACS.
- f) Verify that the owner's payment request does not include any vacant units or covered units for which Section 8 assistance has been stopped.
- g) Analyze required adjustments from prior month's vouchers to determine accuracy and validity.
- h) Determine if authorized rent or utility allowance adjustments have been implemented timely and accurately.
- i) Verify pre-approval of Section 8 Special Claims.



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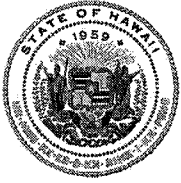
- j) Notify the owner, in writing, of any corrections required and track corrections.
- k) Verify that owners are complying with HUD regulations and requirements, as amended or revised from time to time.
- l) Submit error tracking log to HUD Headquarters semi-annually based on the Federal fiscal year, the number of errors discovered by category and the number of errors that are resolved or are in the process of being resolved. The reports are due 30-days after the end of the semi-annual period or on the next business day when the deadline falls on a weekend or holiday.

Semi-annual period Report Due Dates:

- i. April 30th for semi-annual period from October 1st through March 31st
- ii. October 31st for semi-annual period from April 1st through September 30th
- m) A Section 8 project owner may claim reimbursement from the CONTRACTOR to the extent provided in the HAP Contract for unpaid rent, resident damages, and vacancy losses on Covered Units. Eligible claims must be pre-approved by the PHA before being submitted with owner's monthly voucher.

The CONTRACTOR shall perform the following:

- i. Analyze, verify, adjust, and approve or disapprove owner claims in accordance with HUD regulations and requirements, as amended or revised from time to time (including program requirements in HUD directives such as handbooks, notices or forms); and using TRACS and information provided by the owner.
- ii. Enter data into a spreadsheet program for monitoring PHA payments. The program must comply with HUD standards and requirements.
- iii. For all approved or reduced claims, notify the owner of the approved claim in writing within thirty (30) calendar days of receipt in accordance with the Special Claims Processing Guide.



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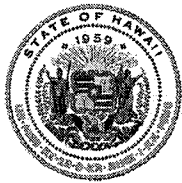
- n) The CONTRACTOR shall process payments for only those units on the voucher that have a fully processed and approved Form HUD 50059, Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures.

The CONTRACTOR shall perform the following:

- i. Notify the owner in writing of any required corrections;
 - ii. Maintain a record of required corrections in an error tracking log that records errors by category and the status of its resolution; and
 - iii. Submit the error tracking log to HUD Headquarters semi-annually based on the Federal fiscal year within 30-days after the end of the semi-annual period. After the PHA has approved the owner's Section 8 voucher (see paragraph A of this section), the PHA must disburse housing assistance payments to the owner by an electronic fund transfer, after receipt of HAP funds from HUD.
- 4) Renew HAP Contracts and Process Terminations or Expirations.

The CONTRACTOR shall perform the following:

- a) Verify that owners of projects with expiring HAP Contracts provide required notice to the PHA and project residents;
- b) Review owner's one (1) year tenant notification letter to verify that it meets statutory and administrative requirements;
- c) Maintain copies of owner's notice to PHA and project residents;
- d) Verify that the owner has submitted the appropriate HAP renewal option;
- e) Prepare HAP Contract in the form required by HUD and mail to owner for execution;
- f) After receipt of confirmation from HUD of funding for renewal, ensure the HAP Contract is executed (signed) by the PHA and mailed to HUD for execution;
- g) After receipt from HUD of a fully executed HAP contract, mail the original copy to the owner within five (5) business days and retain a copy for PHA file;



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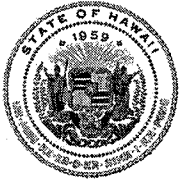
- h) Execute and distribute copies of the HAP Contract within one (1) business week to the owner, jurisdictional HUD office, and PHA files;
 - i) If the HAP Contract expires, and the owner chooses not to renew the expiring contract (opt-out); or the HAP Contract is terminated by the HPHA for owner default (after HUD approves the termination), the CONTRACTOR shall perform the following:
 - i. Inform the HPHA by close of next business day after notice by the owner that the owner has elected to opt-out of the HAP Contract;
 - ii. Verify that the owner has complied with the notification requirements of the HAP Contract and current law and HUD guidance on opt-outs; and
 - iii. Provide residents with contact information for the entity providing tenant-based vouchers.
 - j) Provide owner notification of HAP Contract expiration within 150-180 days in advance of HAP Contract expiration date;
 - k) Review owner's one (1) year tenant notification letter to verify that it meets statutory and administrative requirements;
 - l) Review owner's renewal submission for completeness, within seven (7) business days of receipt;
 - m) Ensure process is completed within 45 calendar days of receipt of a complete owner submission;
 - n) In the case of opt-outs, PHA notifies HUD of opt-out by the close of the next business day after receipt of the owner's 120-day notification;
 - o) Submit complete resident data to HUD, using Form HUD-50059, within three (3) business days of receipt of the owner's 120-day notification of opt-out; and
 - p) Ensure rent adjustments in conjunction with contract renewals must be processed in accordance with standards and AQL for PBT 2, Adjust Contract Rents.
- 5) Tenant Health, Safety, and Maintenance Issues.



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- a) Maintain tracking system and log for tenant concerns and inquiries that includes PHA communication with owners and tenants, owner's corrective actions, and owner's planned vs. actual corrective performance. Submit log to jurisdictional HUD office with monthly invoices.
- b) Notify owner of tenant concerns or inquiries within one (1) business day of receipt of the tenant concern or inquiry, direct owner to contact tenant to clarify nature of the issue and report to the planned actions and scheduled completion date to correct issues to the PHA not later than close of the next business day.
- c) Notify tenant of owner's planned corrective actions and scheduled completion date not later than three (3) business days of receipt of the tenant concern or inquiry.
- d) Contact owner to verify completion of corrective actions within one (1) business day following the scheduled completion date and notify the tenant.
- e) Monitor owner's corrective action completion performance and keep tenant informed of changes in corrective actions and/or scheduled completion dates until corrective actions are completed and verified by the tenant.
- f) Submit tenant health, safety, and maintenance issues tracking log to HUD with monthly invoices.
- g) Notify owner of tenant concerns or inquiries within one (1) business day of receipt of the tenant concern or inquiry, direct owner to contact tenant to clarify nature of the issue and report to the planned actions and scheduled completion date to correct issues to the PHA not later than close of the next business day.
- h) Notify tenant of owner's planned corrective actions and scheduled completion date not later than three (3) business days of receipt of the tenant concern or inquiry.
- i) Contact owner to verify completion of corrective actions within one (1) business day following the scheduled completion date and notify the tenant.
- j) Monitor owner's corrective action completion performance and keep tenant informed of changes in corrective actions and/or scheduled completion dates until corrective actions are completed and verified by the tenant.



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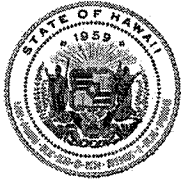
6) Administration — Monthly and Quarterly Reports

a) Monthly Work Plan Report

- i. The CONTRACTOR shall submit a monthly work report by the eighth (8th) business day of each month for the previous month's activities.
- ii. The Monthly Work Plan report must contain a detailed description of:
 - (1) Actual accomplishments for the month and year-to-date compared to the Annual Work Plan for the same period, including the names and titles of the staff performing the PBTs.
 - (2) Instances where the actual performance of PBTs is below the AQL and actions taken to improve performance, and changes, if any, to the QCP to ensure performance is maintained at or above the AQL.
 - (3) Quality control activities and results for each instance of PBT performance at less than the AQL as set forth in the PHA's Invitation for Submission of Applications: Contract Administrators for Project-Based Section 8 Housing Assistance Payments (HAP) Contract under Quality Control Plan, Section 4.3, Element 1.
 - (4) Owner issues that required special attention due to such matters as, abatement actions, excessive resident complaints, inquiries from governmental officials or the general public.
 - (5) Major accomplishments, success stories, etc.
 - (6) Noteworthy meetings.
 - (7) Pending issues.

b) Quarterly Risk Assessment Report

- i. The CONTRACTOR shall submit a completed Quarterly Risk Assessment Report to the CAOM within twenty (20) calendar days of receipt. The PHA will analyze the HUD report and assess the extent to which changes or trends may indicate increasing or decreasing risks to HUD, PHA, projects, owners,



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and/or tenants. The discussion may include descriptions of market conditions, employment trends, demographic trends, or special cases that are contributing to observed changes and trends. The discussion may include comparisons to previous quarters.

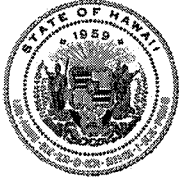
- ii. The Quarterly Risk Assessment Report will include the following:
 - a. HAP Contracts:
 - (1) Analyses and discussion of the data.
 - (2) Owner Opt-Out Report: List of owners, including contact name, address, project name, project address, HAP Contract Number, that opted-out of HAP Contracts along with a detailed description of all of the efforts made by the PHA to preserve all Section 8 project-based units and all the reasons for any units which opted out or otherwise were lost as section 8 project-based units. Such analysis and discussion shall include a review of the impact of the loss of any subsidized units in that housing marketplace, such as the impact of cost and the loss of available subsidized, low-income housing in areas with scarce housing resources for low-income families.
 - b. Covered Units:
 - (1) Analyses and discussion of the data.
 - (2) Vacancy Report: List of owners, including contact name, address, project name, project address, HAP Contract Number, with ten (10%) or more [provide actual vacancy percentage] of covered units vacant all three (3) months of the quarter, and the reasons for sustained vacancies. Include a brief description of PHA and/or HUD actions taken or in process to compel owner to reduce vacancies.



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- c. Management & Occupancy Reviews (MORs)
 - (1) Analyses and discussion of the data.
 - (2) MORs Open Findings Report: List of owners, including contact name, address, project name, project address, HAP Contract Number, with MOR findings not corrected within thirty (30) calendar days after report issued to owner, reasons for owner's failure to correct findings within thirty (30) days, the actual number of days required to correct, if corrected. Owners with findings that have not been corrected shall be reported each quarter until all corrective actions have been completed. Include a brief description of the status of PHA referrals to HUD for sanctions or enforcement.
- d. REAC Inspections
 - (1) Analyses and discussion of the data.
 - (2) REAC Inspections Report: List of owners, including contact name, address, project name, project address, HAP Contract Number, with REAC Inspections that included EH&S deficiencies and/or scores below 60 during the quarter.
 - (3) Notice of Default (NOD) of HAP Contract Report: List of owners, including contact name, address, project name, project address, HAP Contract Number, issued a NOD memorandum during the quarter, the status of the owner's response, and a brief description the status of HUD enforcement actions.
- e. Tenant Health, Safety, & Maintenance Issues
 - (1) Number of tenant health, safety, and maintenance issues logged and owner notified.
 - (2) Number and percentage of tenant health, safety, and maintenance issues not corrected by owner within 15 days of owner notification.
 - (3) Analyses and discussion of the data.



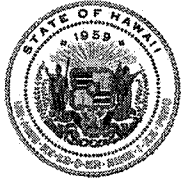
STATE OF HAWAII

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- (4) Tenant Health, Safety, and Maintenance Report: List of owners, including contact name, address, project name, project address, HAP Contract Number, that have been notified of tenant health, safety, and maintenance issues that the owner failed to correct within 15 calendar days of notification, reason for owner's failure to correct issues within 15 calendar days, the actual number of days required to correct, if corrected. Owners with HSM issues that have not been corrected shall be reported each quarter until all corrective actions have been completed. Include a brief description of the status of PHA referrals to HUD for sanctions or enforcement.

7) PBCA Training Services:

- a) The CONTRACTOR shall provide a total of four (4) training sessions throughout the duration of the initial 12-month period and each 12-month extension period to designated HPHA staff as follows:
 - i) An annual training session, to be conducted within the first three (3) months from issuance of the Notice to Proceed, will focus on ACC Compliance Monitoring & Management, to include without limitation, the following:
 - (1) Managing Bank Accounts for HAP Disbursements & Administrative Fees;
 - (2) Fidelity Bond Requirements;
 - (3) Depository Agreement;
 - (4) Agency & Staff Conflict of Interest Statements;
 - (5) Staff Training Plan;
 - (6) TDDY & EEO Compliance;
 - (7) HUD's Communication Protocol; and
 - (8) Review Quality Control Workflow between the CONTRACTOR and the HPHA.



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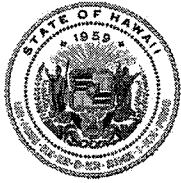
- ii) The annual training session shall be conducted on-site at the HPHA. The CONTRACTOR shall be responsible for their travel-related expenses, to include without limitation, airfare, transportation and lodging.
- b) The CONTRACTOR shall provide a series of three (3) remote training sessions to be conducted on a quarterly basis with focus on the HPHA Staff's Quality Control (QC) steps for each task performed by the CONTRACTOR, to include without limitation:
 - i) Session I, to be conducted between months four (4) and six (6) from issuance of the Notice to Proceed, to include:
 - (1) Review QC Workflow between the CONTRACTOR and the HPHA; and
 - (2) Invoicing and Reporting to HUD.
 - ii) Session II, to be conducted between months seven (7) and nine (9) from issuance of the Notice to Proceed, to include:
 - (1) Voucher Processing QC;
 - (2) Special Claims QC;
 - (3) Life Threatening Health & Safety Complaints QC; and
 - (4) None Life Threatening Health & Safety Complaints QC.
 - iii) Session III, to be conducted between months 10 and 12 from issuance of the Notice to Proceed, to include Rent Adjustments & Contract Renewals QC.

The three (3) remote training series will be conducted and hosted by the CONTRACTOR.

- c) Should the CONTRACTOR conduct a Master Class training session in Honolulu, HI, up to three (3) HPHA staff may attend the training session at no cost to the HPHA.

- B. The CONTRACTOR shall provide Quality Control Service Review of Tenant Income Recertification Files for the State and Federal Low Income Public Housing Program to include the following:

Estimated quantity of case files requested for quality control services annually may vary. See Attachment 13. There is no commitment by the HPHA as to



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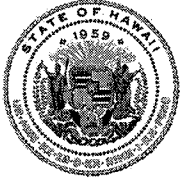
SCOPE OF SERVICES

the minimum and maximum number of cases to be serviced by the CONTRACTOR.

- 1) Monthly services for review of cases as the tenant income recertifications are complete by the HPHA. Case files requiring quality control service review shall be made available to the Successful Bidder not later than the 5th business day of each month or as provided by the HPHA. Quality control service reviews shall be completed by the last business day of the same month. The HPHA reserves the right to request for services with completion dates prior to the last business day of the month. Specific due date and time will be provided at the time of request should deviations are necessary.

The CONTRACTOR may remove the case files from the HPHA Central Office location and work at an office location of his/her choice with the prior written approval of the HPHA. Remote access to the case files may be made available to the CONTRACTOR.

- 2) Upon receipt of the assigned case files, the CONTRACTOR shall provide quality control service reviews, including without limitation:
 - a) Review each file for the most recent annual recertification documents and any applicable interim recertification documents leading up to the most recent annual recertification.
 - b) Conduct quality control review and document the review of the annual recertification documents and any applicable interim recertification documents using the Tenant File Checklist in accordance with HUD and HPHA policies and procedures. A separate Tenant File Checklist shall be completed for the annual recertification and any applicable interim recertification(s) documented in each case file. See Attachment 14.
 - c) File completed Tenant File Checklist into the respective tenant file in accordance with HPHA procedures.
 - d) Prepare a Monthly Tenant File Review Summary Report specifying the Asset Management Project / Management Unit, specific recertification staff name/identifier indicating who conducted the respective recertification for each case file, and capture the following seven (7) components from the Tenant File Checklist:
 - i. Household Composition Summary,
 - ii. Certificates of Verifications,
 - iii. Notice of Right to Reasonable Accommodations,



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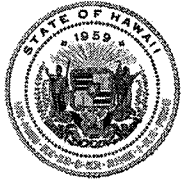
- iv. Community Service Certifications,
 - v. Other Forms/Correspondences,
 - vi. Re-Certification, and
 - vii. Rent Calculation.
- e) Submit a Monthly LIPH Tenant Income Recertification File Quality Control Log capturing all case files assigned to date for each of the applicable contract period(s) in a format prescribed by the HPHA. See Attachment 16.
- f) The HPHA may provide a one-time orientation for quality control review services upon request of the CONTRACTOR. Should there be personnel turnovers during the term of the contract period; the Successful Bidder shall be responsible to provide training to all new staff assigned to provide quality control services.
- g) Deliverables for quality control services shall include the following:
- i. Timely completion of assigned case files.
 - ii. Completed Tenant File Checklist(s) with the Checklist(s) filed in the respective case files in accordance with the HPHA procedures.
 - iii. Monthly Tenant File Review Summary Report shall be submitted with the completed case files.
 - iv. An updated Monthly Tenant Income Recertification File Quality Control Log shall be submitted with the completed case files.
- C. The CONTRACTOR shall provide as-needed Low Income Housing Tax Credit (LIHTC) training as follows:
- 1) Training objective to include without limitation:
- a) Overview of the LIHTC program;
 - b) Discuss compliance time periods;
 - c) Basics of applying for tax credits;
 - d) Credits calculations;
 - e) Compliance monitoring and recapture;
 - f) Acquisition/rehabilitation and first-year issues;



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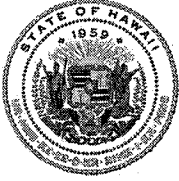
- g) Tenant eligibility;
 - h) Income and asset calculation;
 - i) Rent setting; and
 - j) Ongoing eligibility requirements to include Next Available Unit Rule, transfers, and inspections.
- 2) Provide up to five (5) training sessions every 12-month contract period with certification of completion for each attendee.
 - 3) Each training session shall be conducted for a minimum of five (5) and a maximum of 15 HPHA staff.
 - 4) Training schedule shall be coordinated and approved by the HPHA.
 - 5) Services may be proposed for remote or in-person training sessions. The CONTRACTOR shall provide justification for the proposed delivery method.
 - 6) Training facility will be provided by the HPHA in Honolulu, Hawaii should training sessions be conducted in-person.
- D. The CONTRACTOR shall provide as-needed Rental Assistance Demonstration Project services to include:
- 1) Assessment to include Project Proformas and RAD Financial Feasibility Analysis Report:
 - a) Complete an assessment of the HPHA portfolio.
 - i. Review project documents provided by the HPHA, including physical needs assessments, energy audits and accessibility reports by development, operating data, such as income and expense budgets, tenant demographics, vacancy and turnover information, Real Estate Assessment Center scores, and other relevant project information.
 - ii. Contact the Hawaii Housing Finance and Development Corporation and local jurisdictions for updated information on funding programs and deadlines as appropriate; and
 - iii. Prepare preliminary project pro formas.



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- b) Conduct a financial feasibility analysis and provide a RAD financial feasibility analysis report to include without limitation:
 - i. Provide RAD training to the HPHA to include without limitation to an overview of the HUD RAD program, pros and cons, and potential for the HPHA.
 - ii. Present the data and preliminary project pro formas to the HPHA, meet with the HPHA and provide finalize project pro formas to the HPHA.
 - iii. Tour potential RAD sites as appropriate.
 - iv. Discuss RAD implementation options with the HPHA.
 - v. Assist the HPHA in evaluating the Project-Based Rental Assistance and Project-Based Voucher development pathways in the RAD program.
 - vi. Assist the HPHA in assessing the HPHA's capacity to self-develop, own and possibly manage its own RAD tax credit properties post-completion.
 - vii. Assist the HPHA in understanding the costs and benefits of RAD and the agency-wide implications of the conversion.
 - viii. Work with the HPHA to decide upon an appropriate ownership structure for the RAD projects and to better understand legal issues related to self-development, including without limitation, procurement, property taxes and financial liability.
- 2) Preparation and Submission of RAD Application:
 - a) Assist the HPHA in the preparation and assembly of materials for RAD application submission should the HPHA decides to proceed with the submission. Materials to include without limitation, financial projections and lender and investor letters of interest.
 - b) Develop a timeline with the HPHA and submit RAD application(s) to HUD as requested by the HPHA.



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5. Administrative Requirements & Minimum Qualifications

A. Experience and Capability

Offerors shall be in business for minimum of five (5) years with minimum combined personnel experience in each of the following: Section 8 performance-based contract administration, tenant income recertification, low income housing tax credit programs and RAD services

B. Personnel

The CONTRACTOR shall:

- 1) Be solely responsible for adequate communication to its staff regarding Contract terms and conditions.
- 2) Dedicate a Principal Project Coordinator (PPC) for the resulting Contract. The PPC shall
 - a) Be responsible for oversight of services to be provided under the resulting Contract and ensure Contract performance;
 - b) Respond to the HPHA's inquiries, complaints, and concerns within 24 hours, unless otherwise instructed by the HPHA;
 - c) Supervise all personnel performing services under the resulting Contract; and
 - d) Provide training to the CONTRACTOR's personnel should there be personnel turnovers during the term of the Contract.
 - e) The HPHA Contract Administrator or designee will send monitoring report(s) to the CONTRACTOR's PPC. The monitoring report will document discrepancies or Contract violations, which require correction. These discrepancies or Contract violations must be corrected or implemented within the period indicated in the notice issued by the HPHA.
- 3) Agree that all personnel shall be considered employees of the CONTRACTOR.

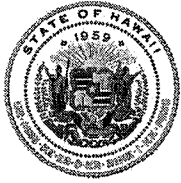


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- 4) Ensure that all personnel assigned to perform quality control service review of the tenant income recertification files under the resulting Contract meet the following minimum qualifications:
 - a) Certified in occupancy and rent calculation or equivalent certification by an independent third party approved by the HPHA;
 - b) Minimum one (1) year of working experience in conducting federal and or state public housing tenant income recertifications;
 - c) No criminal history; and
 - d) Familiar with the HUD regulations and working knowledge of the key regulatory citations governing annual certifications.
- 5) Ensure that all personnel meet the minimum qualifications, including licensing and experience requirements as appropriate.
- 6) Maintain and implement a plan to ensure minimal disruption of services due to staff turnovers, vacancies, vacation, or other personnel changes.
- 7) Be solely responsible for the behavior and conduct of their employees or agents on the HPHA property and shall instruct personnel to fully cooperate with the Contract Administrator.
- 8) Agree to remove employee(s) from providing services to the HPHA upon written request by the HPHA Contract Administrator.
- 9) The CONTRACTOR shall ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the housing tenant resident(s) of each of the properties. The CONTRACTOR's personnel shall not provide confidential information to the tenants and the general public without express written consent of the HPHA.
- 10) During the performance of this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment. The CONTRACTOR will take affirmative action to ensure equal treatment of its employees. Such action shall include, without limitation, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall insert similar provisions in all subcontracts.

Furthermore, the CONTRACTOR employing fifteen (15) or more persons agrees and shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not



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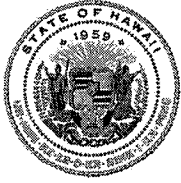
discriminate on the basis of handicap pursuant to 24 CFR Part 8, section 8.54(a) – Notice.

- 11) The CONTRACTOR agrees to remove any of its employees from servicing or providing services to the HPHA upon request in writing by the Contract Administrator. At the request of the HPHA and in its discretion: the CONTRACTOR shall remove forthwith and shall not employ in any portion of the work, any person who does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.
- 12) The CONTRACTOR agrees to relieve any employee if arrested for any major crime or felony, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform the duties under this Contract pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under this Contract.
- 13) The CONTRACTOR shall ensure that no employee employed under the resulting Contract has been arrested or convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any state or federal public housing under the jurisdiction of the HPHA.
- 14) The CONTRACTOR shall not employ an employee under the resulting Contract who is a registered sex offender in any State, Indian Country or U.S. territory. At any time during the Contract term, if it is discovered by the HPHA or by the CONTRACTOR that an employee working at a property is a registered sex offender, the CONTRACTOR shall immediately dismiss this person from employment under the resulting Contract.
- 15) Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. Furthermore, pursuant to section 328J-1 and 328J-2, HRS, "smoking" includes the use of an electronic smoking device and shall be prohibited in all enclosed or partially enclosed areas. The CONTRACTOR agrees and shall adhere to these no-smoking laws while on HPHA properties. Such violation may be considered a breach of the resulting Contract and result in suspension or termination of the Contract. It shall be considered a violation of State law and subject to prosecution to the fullest extent under the law.

6. Administrative Policies

At a minimum, the CONTRACTOR shall maintain its own written policies that, address the following:

- a) Drug Free Workplace Policy;

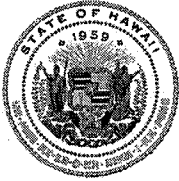


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- b) Sexual Harassment Awareness in the Workplace Policy;
- c) Non-Violence in the Workplace Policy;
- d) Standards of Conduct;
- e) Language Access; and
- f) Fair Housing.

The CONTRACTOR shall provide written documentation not later than 15 days after the notice to proceed that all staff are informed of its requirements and agree to comply with said policies. The CONTRACTOR shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.



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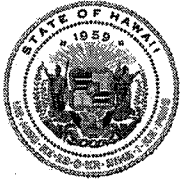
COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: _____

SERVICES: Various Consulting Services
RFP CO-2019-30

1. Subject to the availability, allocation and receipt of funds, and the CONTRACTOR's full and timely performance of all contractual obligations, the STATE agrees to pay the CONTRACTOR an amount of compensation not to exceed _____ and ____/100 Dollars (\$ _____) for the initial Contract period as follows:
 - a. Subject to the availability and receipt of Federal funds under the Annual Contributions Contract and Section 161 of the Housing & Community Development Act of 1992 (HCDA 1992), Public Law 102-550, approved October 28, 1992, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract a sum of money not to exceed _____ and ____/100 Dollars (\$ _____) for the initial Contract period.
 - b. Subject to the availability and receipt of State funds, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract a sum of money not to exceed _____ and ____/100 Dollars (\$ _____) for the initial Contract period.

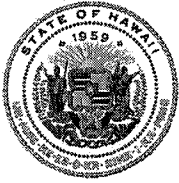
See attached and incorporated Exhibit A.
2. Federal funds shall be subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to the STATE. If there should be insufficient funds for any portion of the remainder of the Contract period beyond the initial 12-month period, ending December 31, 2020, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.
3. State funds shall be subject to appropriation by the State Director of Finance and allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the STATE. If there should be insufficient funds for any portion of the remainder of the Contract period(s) beyond the initial 12-month Contract period, ending December 31, 2020, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.
4. The CONTRACTOR shall be paid on a fee for services structure according to the accepted price proposal dated _____. See Exhibit A. Said compensation consists of (i) percentage of Base Fee for Section 8 PBCA operations and MOR Fee; (ii) quality control service review fee; (iii) LIHTC Training Fee and reimbursement for travel; (iv) RAD assessment fee, RAD Application, and reimbursement for travel. Fees are all-inclusive cost to the HPHA, inclusive of all personnel, overhead, State of Hawaii general excise tax and all other applicable taxes.



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COMPENSATION AND PAYMENT SCHEDULE

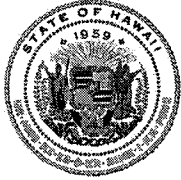
5. Separate invoices shall be submitted for each of the following services:
 - a. Section 8 performance-based contract administration fee;
 - b. Section 8 MOR fee;
 - c. Quality control service review of tenant income recertification files;
 - d. LIHTC training fee;
 - e. LIHTC travel reimbursement;
 - f. RAD assessment fee;
 - g. RAD application fee; and
 - h. RAD travel reimbursement.
6. Compensation for Section 8 performance-based contract administration (PBCA) services:
 - a. Section 8 PBCA Fee: the percentage of the Base Fee that the Successful Offeror requires from the HPHA for the administration and operations of the HPHA Section 8 PBCA program. The Base Fee is two percent (2%) of the total Contract Rent for the period that the PBCA program is transferred from HUD to the HPHA; and
 - b. Management and Occupancy Review (MOR) Fee: a flat one-time fee for each completed MOR. The MOR fee shall be paid through a State Purchase Order.
7. Compensation for quality control service review of tenant income recertification files:
 - a. The all-inclusive unit price to the HPHA, including all overhead and applicable taxes for delivery of the services.
 - b. Invoices shall be submitted for actual quantity of completed case file reviews.
 - c. The Successful Offeror shall itemize billing for services rendered for quality control service review to include service dates, AMP/MU No., tenant names, quantity of services rendered, unit price, and a total amount due.
8. Compensation for Low Income Housing Tax Credit training services:
 - a. Training fee as accepted in the price proposal. The training fee shall be the all-inclusive cost to the HPHA, including all overhead and applicable taxes for delivery of services; and
 - b. Allowable reimbursement of travel costs to include:
 - 1) Coach class airfare;
 - 2) Lodging not to exceed \$160 per day per person;
 - 3) Per diem not to exceed \$50 per day per person; and



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

- 4) Ground transportation for compact or sedan size rental car not to exceed \$60 per day OR actual cost of taxi fare.
 - 5) Actual costs above the allowable reimbursable travel rates shall be the responsibility of the Successful Offeror. The Successful Offeror shall obtain prior written approval from the HPHA for reimbursable travel cost deviations from the requirements and specified rates.
 - 6) Travel reimbursement claims shall include supporting documentation of expenses incurred.
 - 7) Paid using a State Purchase Order.
9. Compensation for RAD services:
- a. Assessment Fee: the all-inclusive one-time fee to include Project Pro Forms and RAD Financial Feasibility Analysis Report; and
 - b. Application Fee: the all-inclusive unit price for preparation and submission of RAD Application services. The Successful Offeror shall invoice the HPHA for actual quantities of applications submitted.
 - c. Allowable reimbursement of travel costs is subject to the following:
 - 1) Coach class airfare;
 - 2) Lodging not to exceed \$160 per day per person;
 - 3) Per diem not to exceed \$50 per day per person; and
 - 4) Ground transportation for compact or sedan size rental car not to exceed \$60 per day OR actual cost of taxi fare.
 - 5) Actual costs above the allowable reimbursable travel rates shall be the responsibility of the Successful Offeror. The Successful Offeror shall obtain prior written approval from the HPHA for reimbursable travel cost deviations from the requirements and specified rates.
 - 6) Travel reimbursement claims shall include supporting documentation of expenses incurred.
 - 7) Paid using a State Purchase Order.



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COMPENSATION AND PAYMENT SCHEDULE

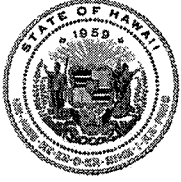
10. Section 103-10, HRS, provides that the HPHA shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the HPHA will reject any proposal submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any proposal submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.
11. The Successful Offeror shall submit original invoice(s) on a monthly basis for services rendered to:
Hawaii Public Housing Authority
Compliance Office
P.O. Box 17907
Honolulu, Hawaii 96817

Pursuant to section 103-10, HRS, the HPHA shall have 30 calendar days after receipt of a proper invoice or satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate the 30-day payment period. For the purposes of this paragraph, the Successful Offeror's invoice date shall not be considered.

12. All invoices shall reference the Contract number assigned to the Contract and specify the type of services rendered. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contract Administrator that the Successful Offeror has satisfactorily rendered services and applicable receipts are provided for allowable reimbursement costs for travel.
13. Invoice for the month of June shall be submitted to the HPHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing in order to comply with the HPHA fiscal year-end close out process. For work performed for the period from June 16th to June 30th, the invoice shall be submitted to the HPHA not later than July 15th for payment processing.
14. For final payment, the Successful Offeror must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22).

An original tax clearance certificate, not over two (2) months old, with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable.

A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS link.



STATE OF HAWAII
TIME OF PERFORMANCE

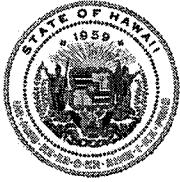
CONTRACTOR: _____

SERVICES: Various Consulting Services
RFP CO-2019-30

1. The term of this Contract shall be for a 12-month period beginning January 1, 2020 and ending December 30, 2020.
2. No services shall be performed on this Contract before a Notice to Proceed is issued. Any services rendered performed prior to receipt of the Notice to Proceed shall be at the CONTRACTOR's sole risk and expense.
3. The option to extend the Contract shall be at the sole discretion of the STATE. The Contract may be extended, without the necessity of resoliciting, at the same rates as listed in the accepted proposal unless price adjustments are made and approved as provided in the Request for Proposals No. CO-2019-30 or this Contract:

Initial term of Contract:	12 months
Length of each extension:	Up to 12 months
Maximum length of Contract:	60 months

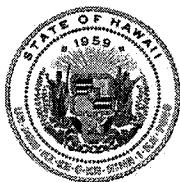
4. The initial Contract period shall commence on the Contract start date. The following conditions must be met for an extension:
 - a. The CONTRACTOR experienced cost savings and has unexpended funds available that can be used to provide additional services; or
 - b. The STATE determines there is an ongoing need for the services and has funds to extend services of up to 48 months with no extension to exceed a 12-month period. The Contract extension(s) shall be awarded at the same or comparable rates as the current Contract; and
 - c. A Supplemental Contract must be executed prior to expiration of the current Contract period; and
 - d. The STATE may be required to obtain the U.S. Housing and Urban Development's (HUD) approval in writing of the extension prior to execution of a Supplemental Contract if federal HUD funds are to be used as a funding source; and
 - e. The CONTRACTOR must obtain written approval and a Notice to Proceed by the STATE with the extension; and
 - f. The STATE has determined that the CONTRACTOR has satisfactorily provided services during the current Contract term; and



STATE OF HAWAII
TIME OF PERFORMANCE

- g. Necessary State and/or Federal funds are appropriated, allotted and received for an extension.

Attachment – S4



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

Hakim Ouansafi

(Print Name)

Executive Director

(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

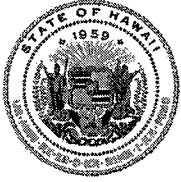
I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII

SPECIAL CONDITIONS

CONTRACTOR: _____

SERVICES: Various Consulting Services
RFP CO-2019-30

1. Insurance Requirements

The CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this contract. The policies of insurance maintained by the CONTRACTOR shall provide the following coverage.

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance with Personal Injury Liability	<u>\$1,000,000.00</u> per occurrence for bodily injury and property damage and <u>\$2,000,000.00</u> aggregate.

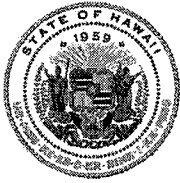
Personal injury limits of \$1,000,000.00 per occurrence.

Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR combined single limit of <u>\$2,000,000.00</u> .
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Workers Compensation as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and to all employees of sub-CONTRACTORS (in case any sub-CONTRACTOR fails to provide adequate similar protection for all his employees).
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Professional Liability Insurance	Errors and Omissions at a minimum of <u>\$1,000,000.00</u> per occurrence and <u>\$2,000,000.00</u> annual aggregate.
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- a. The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii under this Contract. Before the effective date of the Contract, the CONTRACTOR agrees to provide the STATE certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and will keep such insurance in effect and the certificate(s) on deposit with the STATE during the entire term of this Contract. Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.



STATE OF HAWAII
SPECIAL CONDITIONS

- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect with this Contract.
- d. The CONTRACTOR shall immediately provide written notice to the contracting department or HPHA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.
- f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

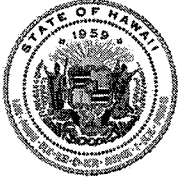
2. No Compete Clause

The CONTRACTOR The Successful Offeror agrees to not compete against the HPHA for any of the services solicited in this RFP for a 5-year period after the end of the Contract term with the HPHA.

3. The CONTRACTOR shall have a permanent office in the State where it conducts business and where it will be accessible in person or via telephone calls during normal State of Hawaii government business hours to address concerns or requests that need immediate attention. A telephone answering service is not acceptable.

4. Section 3 of the U.S. Housing Act of 1968

- a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR part 135.

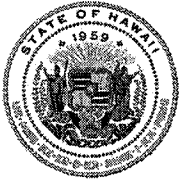


STATE OF HAWAII
SPECIAL CONDITIONS

- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this section 3 clause. CONTRACTOR shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall: describe the section 3 preference; set forth minimum number and job titles subject to hire; disclose the availability of apprenticeship and training positions and the qualifications for each; provide the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The CONTRACTOR shall include this section 3 clause in every subcontract in compliance with the regulations in 24 CFR part 135. It shall take appropriate action upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135 as provided in an applicable provision of the subcontract or in this section 3 clause. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The CONTRACTOR shall certify that any vacant employment positions were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135. This includes any training positions that are filled (1) after the CONTRACTOR is selected, but before the Contract is executed and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default and debarment or suspension from future HUD assisted contracts.

5. Monitoring and Remedies

- a. The CONTRACTOR's performance under the Contract will be monitored and evaluated through personal observation, site inspection, and/or other methods as deemed appropriate by the HPHA Contract Administrator or his/her designated representative(s), including without limitation HUD, the HPHA auditors, the State Legislature, and/or other designated representatives.
- b. The HPHA will periodically submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be corrected or implemented within the period as indicated in the notice issued by the HPHA.



STATE OF HAWAII

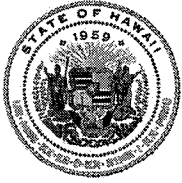
SPECIAL CONDITIONS

- c. Should the Successful Offeror fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Offeror for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
- d. Should the Successful Offeror continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Offeror or to directly assess the Successful Offeror.
- e. Failure to comply with the terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The CONTRACTOR may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the Scope of Services and shall continue for a duration of time as deemed necessary by the HPHA.
- f. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Request for Proposals No. CO-2019-30 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.
- g. In the event the CONTRACTOR is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than 12 months. During this time, the HPHA will monitor the CONTRACTOR's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to contract with the CONTRACTOR.

6. Damages

The HPHA may withhold the payment of management fees, without being required to pay interest for late payment, until the CONTRACTOR implements and complies with a corrective action plan in response to findings by the HPHA or demonstrates improvement in performance after implementing its corrective action plan.

- 7. In the event of a conflict between the Federal General Conditions, HUD 5370-C (01/2014) and the State General Conditions, AG-008 103D General Conditions, the more restrictive shall apply.



STATE OF HAWAII
SPECIAL CONDITIONS

8. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.
9. Interchangeable Terms. The following terms shall be one and same:
 - a. “STATE” and “HPHA”.
 - b. “Contract” and “Agreement”.
 - c. “CONTRACTOR” and “Successful Offeror”.
10. Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. Furthermore, pursuant to section 328J-1 and 328J-2, HRS, “smoking” includes the use of an electronic smoking device and shall be prohibited in all enclosed or partially enclosed areas. The CONTRACTOR agrees and shall adhere to these no smoking laws while on HPHA properties. Such violation will be considered a breach of the resulting Contract and may result in suspension or termination of the Contract.
11. At any time during the Contract term, the HPHA reserves the right to decrease the scope of services under the Contract as provided in the Termination for Convenience clause of the State General Conditions. In the event of a decrease in scope, the HPHA will provide 30 days advance notice to the CONTRACTOR.